

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
JOANN INC., et al. ¹	)	Case No. 25-10068 (CTG)
)	
Debtors.	)	(Jointly Administered)
)	
		Re: Docket No. 429

**TWENTY-FOURTH NOTICE OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR
CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE
CONTENTS OF THIS NOTICE CAREFULLY.**

PLEASE TAKE NOTICE that on February 14, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”) (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. 429] (the “Procedures Order”), attached hereto as Schedule 1.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on Schedule 2 attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in Schedule 2, or

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

such other date as the Debtors and the counterparty or counterparties to any such Contract agree. If any such Contract is an unexpired lease of non-residential real property (a “Lease”), the rejection effective date shall be the later of (a) the proposed effective date set forth on the Rejection Notice; and (b) the date the Debtors relinquish control of the premises by (1) notifying the affected landlord in writing, with email being sufficient, of the Debtors’ surrender of the premises and turning over the key, key codes, and security codes, if any, to the affected landlord or (2) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased premises; *provided* that the Rejection Date for Lease rejected pursuant to this Rejection Notice shall not occur earlier than the date the Debtors filed and served this Rejection Notice.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases and is *actually received* by the following parties no later than fourteen (14) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (a) the Debtors, 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. (aparna.yenamandra@kirkland.com) and 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Jeffrey Michalik (jeff.michalik@kirkland.com), and Lindsey Blumenthal (lindsey.blumenthal@kirkland.com) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley (preilley@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), Michael E. Fitzpatrick (mfitzpatrick@coleschotz.com), and Jack M. Dougherty

(jdougherty@coleschotz.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov); (d) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg (SGreenberg@gibsondunn.com), Kevin Liang (KLiang@gibsondunn.com), and Josh Brody (JBrody@gibsondunn.com); (e) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit (jeffrey.gleit@afslaw.com) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg (jonathan.bagg@afslaw.com), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley (matthew.bentley@afslaw.com); (f) counsel to GA Joann Retail Partnership, LLC, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068, Attn.: Andrew Behlmann (abehlmann@lowenstein.com); and (g) counsel to the Official Committee of Unsecured Creditors, (i) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams (jadams@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com) and Connie Choe (cchoe@kelleydrye.com) and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705, Attn: Bradford Sandler (bsandler@pszjlaw.com) and James O'Neill (joneill@pszlaw.com). Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such

Contract agree.³ If the Contract is a Lease, the Debtors shall submit the Rejection Order to the Court under a certificate of no objection authorizing the rejection of each such Lease listed in this Rejection Notice to be rejected as of the later of (i) the applicable Rejection Date set forth in **Schedule 2** or such other date as the Debtors and the applicable Rejection Counterparty may agree and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth on **Schedule 2** attached hereto or such other date as the Debtors and Rejection Counterparty agree or as otherwise ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described in Schedule 2 attached hereto shall be deemed abandoned as of the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (1) the Rejection Date, if no objection is filed and (2) the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: May 30, 2025
Wilmington, Delaware

/s/ Patrick J. Reilley

COLE SCHOTZ P.C.

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Stacy L. Newman (No. 5044)
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- and -

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*Co-Counsel to the Debtors
and Debtors in Possession*

*Co-Counsel to the Debtors
and Debtors in Possession*

Schedule 1

Procedures Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
JOANN INC., et al. ¹	)	Case No. 25-10068 (CTG)
)	
Debtors.	)	(Jointly Administered)
	)	Re: Docket No. 16 and 401

**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT OR ASSUME EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing and approving procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases (including any amendments or modifications thereto, collectively, the “Contracts”) and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to

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28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The following Rejection Procedures are approved in connection with rejecting Contracts:
 - a. ***Rejection Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 1 (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected including the store number and address; (ii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty"); (iii) the proposed effective date of rejection for each such Contract(s), (each, the "Rejection Date"); (iv) if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; (v) with respect to any Lease, any known third party having an interest in any remaining property, including personal property, consigned goods, furniture, fixtures, and equipment, located at the leased premises; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100; *provided, further*, if any such Contract is a Lease, the Rejection Notice shall be accompanied by a proposed form of order (the "Rejection Order") approving the rejection of the Lease(s), which shall be substantially in the form of Schedule 3 to the Rejection Notice, and no Lease shall be deemed rejected absent entry of an applicable Rejection Order.

b. ***Service of the Rejection Notice.*** The Debtors will cause each Rejection Notice to be served: (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel by email, if known) and all parties who may have any interest in any Abandoned Property (if known); and (ii) by first class mail, email, or fax, upon (A) the Office of the United States Trustee for the District of Delaware, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov); (B) the Debtors' thirty largest unsecured creditors (on a consolidated basis); (C) the agents under the Debtors' prepetition secured facilities and counsel thereto; (D) the Official Committee of Unsecured Creditors (the "Committee"); (E) the United States Attorney's Office for the District of Delaware; (F) the Internal Revenue Service; (G) the attorneys general in the states where the Debtors conduct their business operations; (H) any known parties that have an interest in abandoned property at the premises; and (I) any party that is entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1(b) (collectively, the "Master Notice Parties").

c. ***Objection Procedures.*** Parties objecting to a proposed rejection or the Debtors' proposed abandonment of the Abandoned Property must file and serve a written objection³ so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline") and promptly serve such objection on the following parties (collectively, the "Objection Service Parties"):

- (i) the Debtors, 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer;
- (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. (aparna.yenamandra@kirkland.com) and 333 West Wolf Point Plaza, Chicago Illinois 60654, Attn.: Jeffrey Michalik (jeff.michalik@kirkland.com), and Lindsey Blumenthal (lindsey.blumenthal@kirkland.com) and (b) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley (preilley@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), Michael E. Fitzpatrick (mfitzpatrick@coleschotz.com), and Jack M. Dougherty (jdougherty@coleschotz.com);
- (iii) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov);
- (iv) counsel to the Prepetition ABL Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn.: Christopher L. Carter (christopher.carter@morganlewis.com) and Marjorie Crider

³ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

(marjorie.crider@morganlewis.com) and (b) Reed Smith LLP, 1201 North Market Street, Suite 1500, Wilmington, Delaware 19801, Attn.: Kurt F. Gwynne (kgwynne@reedsmith.com) and Jason D. Angelo (jangelo@reedsmith.com); (v) counsel to the Prepetition FILO Agent, (a) Choate Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn.: John Ventola (jventola@choate.com) and Jonathan Marshall (jmarshall@choate.com) and (b) DLA Piper LLP (US), 1201 N Market St. Suite 2100, Wilmington, Delaware 19801, Attn.: Stuart Brown, Esq. (stuart.brown@dlapiper.com); (vi) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg (SGreenberg@gibsondunn.com), Kevin Liang (KLiang@gibsondunn.com), and Josh Brody (JBrody@gibsondunn.com); (vii) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit (jeffrey.gleit@afslaw.com) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg (jonathan.bagg@afslaw.com), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley (matthew.bentley@afslaw.com); (viii) counsel to Gordon Brothers Retail Partners, LLC, Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, New York 10020, Attn.: Steven Reisman (sreisman@katten.com) and Cindi Giglio (cgiglio@katten.com); (ix) proposed counsel to the Official Committee of Unsecured Creditors, (a) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams (jadams@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com) and Connie Choe (cchoe@kelleydrye.com) and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware, 19899-8705, Attn: Bradford Sandler (bsandler@pszjlaw.com) and James O'Neill (joneill@pszjlaw.com); and (x) the applicable Rejection Counterparties (and upon such Rejection Counterparty's counsel by email, if known).

- d. **No Objection Timely Filed.** If no objection to the rejection of any Contract is timely filed, including to the proposed abandonment of any Abandoned Property, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided* that if a Rejection Counterparty files a response to the Rejection Notice on the docket of the Court explicitly requesting entry of an order approving such Rejection, the Debtors will submit such an order to the Court prior to the proposed Rejection Date or as soon as reasonably practicable thereafter; *provided, further*, if the Contract is a Lease, the Debtors shall submit the Rejection Order to the Court under a certificate of no objection authorizing the rejection of each such Lease listed in the applicable Rejection Notice to be rejected as of the later of (i) the applicable Rejection Date set forth in the Rejection Notice or such other date as the

Debtors and the applicable Rejection Counterparty may agree and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date"); *provided, further*, that the Rejection Effective Date for a Lease rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

- e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree, or as ordered by the Court. For the avoidance of doubt, such Contract will only be deemed rejected upon the entry of a Rejection Order resolving the objection as between the Debtors and the applicable objecting party and/or Rejection Counterparty, unless the Debtors and the applicable Rejection Counterparty agree otherwise or as otherwise ordered by the court.
- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date.
- g. ***No Application of Security Deposits.*** If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.
- h. ***Abandoned Property.*** The Debtors, in consultation with the Prepetition ABL Agent and the Prepetition FILO Agent, are authorized, but not directed, at any time on or before the Rejection Effective Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Effective Date. After the Abandoned Property is deemed abandoned pursuant to section 554 of the Bankruptcy Code, the applicable Contract counterparty or counterparties may, in their sole discretion and without

further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition. The Contract counterparty's rights, if any, to file a claim for the disposal of such property are reserved, as are the rights of any party in interest to object to such claims. For the avoidance of doubt, nothing in this Order is intended to affect the rights of any party other than the Debtors in such Abandoned Property. The rights of any other party in Abandoned Property, and the rights of the landlord regarding such Abandoned Property, will be governed by applicable non-bankruptcy law.

- i. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Date or, in the case, of a Lease, the Rejection Effective Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases.

3. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

- a. ***Assumption Notice.*** The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 2** (the “**Assumption Notice**”) indicating the Debtors’ intent to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed including the store number and address; (ii) the names and addresses of the counterparties to such Contracts (each an “**Assumption Counterparty**”); (iii) the identity of the proposed assignee of such Contracts (the “**Assignee**”), if applicable; (iv) the effective date of the assumption for each such Contract (the “**Assumption Date**”); (v) the proposed cure amount, if any for each such Contract; (vi) with respect to any Lease which the Debtors seek to assume and assign (if any), any known third party having an interest in any consigned goods subject to such assignment; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). If any such Contract is a Lease, the Assumption Notice shall be accompanied by a proposed form of order (the “**Assumption Order**”) approving the assumption or assumption and assignment of the Lease(s), which shall be substantially in the form of **Schedule 3** to the Assumption Notice, and no Lease shall be deemed assumed absent entry of an applicable Assumption Order.
- b. ***Service of the Assumption Notice and Evidence of Adequate Assurance.*** The Debtors will cause the Assumption Notice to be served (i) by first class mail upon the Assumption Counterparties affected by the Assumption

Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) by first class mail, email, or fax upon the Master Notice Parties.⁴ To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).

- c. ***Objection Procedures.*** Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection⁵ so that such objection is filed with this Court and actually received by the Objection Service Parties no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.
- d. ***No Objection.*** If no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided, however,* if the Contract is a Lease, the Debtors shall submit the Assumption Order to the Court under a certificate of no objection authorizing the assumption of each Lease, which shall be assumed or assumed and assigned upon entry of the Assumption Order or such other date as the Debtors and the applicable Assumption Counterparties may agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided, however,* that the Assumption Date for a Lease shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.
- e. ***Unresolved Timely Objections.*** If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be assumed or assumed and assigned upon entry by the

⁴ The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract other than a lease of non-residential real property to be assumed under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

⁵ An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is overruled or withdrawn, upon further order of the Court and shall be assumed or assumed and assigned as of the applicable Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and applicable Assumption Counterparty agree, or as ordered by the Court.

f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

4. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, as are the rights of any counterparty to object to such assertion.

5. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into consensual amendments to the Contracts with the written consent of the applicable Assumption Counterparty to the extent such amendments are set forth in an Assumption Notice in accordance with this Order.

6. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

7. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral, and any budgets in connection therewith governing any such use of cash collateral.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief (including any payment made in accordance with this Order), nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or

other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

10. To the extent that the Debtors propose to abandon any personal property that may contain "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "Confidential Information"), the Debtors shall remove the Confidential Information from such personal property before such abandonment.

11. The Debtors are not authorized to abandon, and are directed to remove, any hazardous materials defined under applicable law from any non-residential real property subject to a rejected Contract as, and to the extent they are, required to do so by applicable law.

12. Notice of the Rejection as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.



Dated: February 14th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

[*See Exhibits to the Order at Docket No. 429*]

Schedule 2

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
1	1943 Holdings LLC	Jo-Ann Stores LLC	5958	5555 Darrow Road, Hudson, 44236, OH	Lease	FF&E	5/31/2025
2	1000 Boston Turnpike LLC	Jo-Ann Stores LLC	1611	1000 Boston Tpke, Shrewsbury, 01545, MA	Lease	FF&E	5/31/2025
3	200 Lincoln Retail LLC	Jo-Ann Stores LLC	2371	220 N 66Th St Ste 270, Lincoln, 68505, NE	Lease	FF&E	5/31/2025
4	24 HR Vegas, LLC	Jo-Ann Stores LLC	2585	1200 10th Ave S, Great Falls, 59405, MT	Lease	FF&E	5/31/2025
5	4101 Transit Realty, LLC	Jo-Ann Stores LLC	2087	4101 Transit Road Ste 1, Williamsville, 14221, NY	Lease	FF&E	5/31/2025
6	4405 Milestrip HD Lessee LLC	Jo-Ann Stores LLC	1932	3540 Mckinley Pkwy, Blasdell, 14219, NY	Lease	FF&E	5/31/2025
7	4908 Associates LLC	Jo-Ann Stores LLC	461	4908 State Hwy 30 Ste#8, Amsterdam, 12010, NY	Lease	FF&E	5/31/2025
8	5-Mile Investment Company	Jo-Ann Stores LLC	784	1840 W Francis Ave, Spokane, 99205, WA	Lease	FF&E	5/31/2025
9	700 Alama Investments, LLC	Jo-Ann Stores LLC	1291	700 Alma Dr, Plano, 75075, TX	Lease	FF&E	5/31/2025
10	95 ORRPT, LLC	Jo-Ann Stores LLC	998	4934 S Tamiami Trl, Sarasota, 34231, FL	Lease	FF&E	5/31/2025
11	Abrams & Mockingbird #1, Ltd.	Jo-Ann Stores LLC	1227	6330 E Mockingbird Ln, Dallas, 75214, TX	Lease	FF&E	5/31/2025
12	Acadia Merrillville Realty, L.P.	Jo-Ann Stores LLC	2373	1916 E 80Th Ave No 14, Merrillville, 46410, IN	Lease	FF&E	5/31/2025
13	ACS REYNOLDS PLAZA OH, LLC	Jo-Ann Stores LLC	379	2559 S Reynolds Rd, Toledo, 43614, OH	Lease	FF&E	5/31/2025
14	Alamo Center, LLC	Jo-Ann Stores LLC	1524	10131 Coors Blvd Nw Ste D3, Albuquerque, 87114, NM	Lease	FF&E	5/31/2025
15	Albrecht Incorporated	Jo-Ann Stores LLC	2021	3977 Medina Rd, Akron, 44333, OH	Lease	FF&E	5/31/2025
16	Almaden Properties, LLC	Jo-Ann Stores LLC	1878	4950 Almaden Expy Ste 10, San Jose, 95118, CA	Lease	FF&E	5/31/2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
17	Amsource Draper Lumber Yard LLC	Jo-Ann Stores LLC	2121	268 E 12300 S, Draper, 84020, UT	Lease	FF&E	5/31/2025
18	Amsource Spanish Fork, LLC	Jo-Ann Stores LLC	2379	1082 N Main Street, Spanish Fork, 84660, UT	Lease	FF&E	5/31/2025
19	Antonio B. Pomerleau, LLC	Jo-Ann Stores LLC	526	45 Hinesburg Rd, South Burlington, 05403, VT	Lease	FF&E	5/31/2025
20	Arbor Square LLC	Jo-Ann Stores LLC	2147	8125 Arbor Square Drive, Mason, 45040, OH	Lease	FF&E	5/31/2025
21	ARC CLORLFL001, LLC, 050019	Jo-Ann Stores LLC	1908	3562 E Colonial Dr, Orlando, 32803, FL	Lease	FF&E	5/31/2025
22	ARC NLLKLF001, LLC	Jo-Ann Stores LLC	312	4241 Us Highway 98 N, Lakeland, 33809, FL	Lease	FF&E	5/31/2025
23	ARC SMWMBFL001, LLC	Jo-Ann Stores LLC	2118	1537 W New Haven Ave, West Melbourne, 32904, FL	Lease	FF&E	5/31/2025
24	ARD MacArthur, LLC	Jo-Ann Stores LLC	145	2570 Macarthur Rd Ste 12, Whitehall, 18052, PA	Lease	FF&E	5/31/2025
25	ARG MHMORNC001, LLC	Jo-Ann Stores LLC	2318	E132 Morganton Heights Blvd, Morganton, 28655, NC	Lease	FF&E	5/31/2025
26	AR-GL&Erie, LLC	Jo-Ann Stores LLC	1907	8000 Plaza Blvd, Mentor, 44060, OH	Lease	FF&E	5/31/2025
27	Argo Idaho Falls, LLC	Jo-Ann Stores LLC	2192	2408 South 25Th East, Idaho Falls, 83404, ID	Lease	FF&E	5/31/2025
28	Argo Tieton, LLC	Jo-Ann Stores LLC	783	3702 Tieton Dr, Yakima, 98902, WA	Lease	FF&E	5/31/2025
29	Aria Investments LLC	Jo-Ann Stores LLC	2389	1000 South Central Avenue, Glendale, 91204, CA	Lease	FF&E	5/31/2025
30	Arizona Partners Retail Investment Group, LLC	Jo-Ann Stores LLC	2596	1717 Beam Avenue, Maplewood, 55109, MN	Lease	FF&E	5/31/2025
31	Athens Center, LLC	Jo-Ann Stores LLC	2380	743 E. State Street, Suite O, Athens, 45701, OH	Lease	FF&E	5/31/2025
32	Avest Limited Partnership	Jo-Ann Stores LLC	796	3275 S Federal Way, Boise, 83705, ID	Lease	FF&E	5/31/2025
33	Aviana Company LTD	Jo-Ann Stores LLC	1966	10401 E Us Highway 36, Avon, 46123, IN	Lease	FF&E	5/31/2025
34	AVR CPC Associates, LLC	Jo-Ann Stores LLC	1583	5555 Whittlesey Blvd Ste 2900, Columbus, 31909, GA	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
35	B&B South Plaza Holdings LLC	Jo-Ann Stores LLC	1922	4610 S Cleveland Ave, Fort Myers, 33907, FL	Lease	FF&E	5/31/2025
36	B33 Great Northern II, LLC	Jo-Ann Stores LLC	1923	26337 Brookpark Rd, North Olmsted, 44070, OH	Lease	FF&E	5/31/2025
37	B33 Milford Crossing LLC	Jo-Ann Stores LLC	2123	1405 Boston Post Road, Milford, 06460, CT	Lease	FF&E	5/31/2025
38	Baker/Temple Greensboro, L.L.C.	Jo-Ann Stores LLC	1511	4644 W Market St, Greensboro, 27407, NC	Lease	FF&E	5/31/2025
39	Beall Grapevine Center, LLC	Jo-Ann Stores LLC	2035	1250 William D Tate Ave, Grapevine, 76051, TX	Lease	FF&E	5/31/2025
40	Beavercreek Towne Station LLC	Jo-Ann Stores LLC	603	2850 Centre Dr Ste G, Fairborn, 45324, OH	Lease	FF&E	5/31/2025
41	Belden Park Delaware, LLC	Jo-Ann Stores LLC	1900	5487 Dressler Rd Nw, North Canton, 44720, OH	Lease	FF&E	5/31/2025
42	Big Y Foods, Inc.	Jo-Ann Stores LLC	826	433 Center St Ste B, Ludlow, 01056, MA	Lease	FF&E	5/31/2025
43	BLI Sunset Square LLC	Jo-Ann Stores LLC	1725	1125 E Sunset Dr Ste 125, Bellingham, 98226, WA	Lease	FF&E	5/31/2025
44	Bloomingdale Owner, LLC	Jo-Ann Stores LLC	2048	362 W Army Trail Rd Ste 230, Bloomingdale, 60108, IL	Lease	FF&E	5/31/2025
45	Blue Lakes Plaza, LLC	Jo-Ann Stores LLC	1692	840 Blue Lakes Blvd N, Twin Falls, 83301, ID	Lease	FF&E	5/31/2025
46	Bluejay Capital LLC	Jo-Ann Stores LLC	498	6151 S Westnedge Ave, Portage, 49002, MI	Lease	FF&E	5/31/2025
47	Brentwood Village, LLC	Jo-Ann Stores LLC	495	1678 Lincoln Way E # 7, Chambersburg, 17201, PA	Lease	FF&E	5/31/2025
48	BRF II Baker Square, LLC	Jo-Ann Stores LLC	2175	13415 W Center Rd, Omaha, 68144, NE	Lease	FF&E	5/31/2025
49	Brighton Mall Associates Limited Partnership	Jo-Ann Stores LLC	2003	8449 W Grand River Ave, Brighton, 48116, MI	Lease	FF&E	5/31/2025
50	Brixmor Capitol SC LLC	Jo-Ann Stores LLC	904	80 Storrs St Ste 5, Concord, 03301, NH	Lease	FF&E	5/31/2025
51	Brixmor GA Hilltop Plaza LLC	Jo-Ann Stores LLC	2520	551 Hiltop Plaza, Virginia Beach, 23454, VA	Lease	FF&E	5/31/2025
52	Brixmor GA Southland Shopping Center LLC	Jo-Ann Stores LLC	1586	6901 Pearl Rd, Middleburg Heights, 44130, OH	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
53	Brixmor GA Westminster, LLC	Jo-Ann Stores LLC	2390	9250 Sheridan Blvd #200, Westminster, 80031, CO	Lease	FF&E	5/31/2025
54	Brixmor Holdings 10 SPE, LLC	Jo-Ann Stores LLC	2136	2270 Miamisburg Centerville Rd, Dayton, 45459, OH	Lease	FF&E	5/31/2025
55	Brixmor Residual Dickson City Crossings, LLC	Jo-Ann Stores LLC	2574	638 Commerce Blvd, Dickson City, 18519, PA	Lease	FF&E	5/31/2025
56	Brixmor SPE 3, LLC	Jo-Ann Stores LLC	2344	1000 West Loop Place, Ste 120, Manhattan, 66502, KS	Lease	FF&E	5/31/2025
57	Brixmor SPE 4 LP	Jo-Ann Stores LLC	429	1064 Brighton Ave, Portland, 04102, ME	Lease	FF&E	5/31/2025
58	Brixmor SPE 5 LLC	Jo-Ann Stores LLC	2477	5115 Burning Tree Plaza, Duluth, 55811, MN	Lease	FF&E	5/31/2025
59	Brixmor-Lakes Crossing, LLC	Jo-Ann Stores LLC	2116	5663 Harvey Street, Norton Shores, 49444, MI	Lease	FF&E	5/31/2025
60	Brixton HHU Fork TIC, LLC, Brixton AM Fork TIC, LLC, Brixton MP Fork	Jo-Ann Stores LLC	2331	640 East State Road, American Fork, 84003, UT	Lease	FF&E	5/31/2025
61	BVA Deerbrook SPE LLC	Jo-Ann Stores LLC	2570	20424 US-59, Humble, 77338, TX	Lease	FF&E	5/31/2025
62	BVCV Union Plaza, LLC	Jo-Ann Stores LLC	2557	10007 E 71st St, Tulsa, 74133, OK	Lease	FF&E	5/31/2025
63	C.H.M. Development	Jo-Ann Stores LLC	1687	481 N Wilbur Ave, Walla Walla, 99362, WA	Lease	FF&E	5/31/2025
64	Cabrel Company	Jo-Ann Stores LLC	873	710 Stillwater Ave, Bangor, 04401, ME	Lease	FF&E	5/31/2025
65	C-A-L Stores Companies, Inc.	Jo-Ann Stores LLC	2213	852 N Main St, Tooele, 84074, UT	Lease	FF&E	5/31/2025
66	Capital Plaza Partners, LTD.	Jo-Ann Stores LLC	736	1802 Thomasville Rd, Tallahassee, 32303, FL	Lease	FF&E	5/31/2025
67	CAPREALTY 14-Village, LLC	Jo-Ann Stores LLC	1645	902 W Kimberly Rd Ste 41, Davenport, 52806, IA	Lease	FF&E	5/31/2025
68	Car Apple Valley Square, LLC	Jo-Ann Stores LLC	1952	7614 150Th St W, Apple Valley, 55124, MN	Lease	FF&E	5/31/2025
69	Carwood Skypark LLC	Jo-Ann Stores LLC	920	2485 Notre Dame Blvd Ste 310, Chico, 95928, CA	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
70	Casa Del Sol Ventures, LLC and Casa De Luna Ventures, LP	Jo-Ann Stores LLC	2082	5811 Five Star Blvd, Roseville, 95678, CA	Lease	FF&E	5/31/2025
71	Castleton Investors, LLC	Jo-Ann Stores LLC	1585	3300 Rib Mountain Dr, Wausau, 54401, WI	Lease	FF&E	5/31/2025
72	CBL Westgate Crossing PropCo, LLC	Jo-Ann Stores LLC	2207	660 Spartan Blvd., Spartanburg, 29301, SC	Lease	FF&E	5/31/2025
73	CCA-Renaissance Square Shopping Center, LLC	Jo-Ann Stores LLC	2180	622 South Main Street, Cedar City, 84720, UT	Lease	FF&E	5/31/2025
74	Cedar Crest Square Associates, LP						
75	Cedar PCP-San Souci, LLC	Jo-Ann Stores LLC	431	22576 Macarthur Blvd Ste 300, California, 20619, MD	Lease	FF&E	5/31/2025
76	Centerra Retail Shops, LLC	Jo-Ann Stores LLC	2124	1601 Fall River Drive, Loveland, 80538, CO	Lease	FF&E	5/31/2025
77	Centerton Square Owners, LLC	Jo-Ann Stores LLC	2089	66 Centerton Road, Mount Laurel, 08054, NJ	Lease	FF&E	5/31/2025
78	Central Plaza MZL LLC	Jo-Ann Stores LLC	2153	15355 Manchester Rd, Ballwin, 63011, MO	Lease	FF&E	5/31/2025
79	Ceres Newington Associates LLC	Jo-Ann Stores LLC	1942	3105 Berlin Tpke, Newington, 06111, CT	Lease	FF&E	5/31/2025
80	Charter Warwick, LLC	Jo-Ann Stores LLC	2125	1500 Bald Hill Road Ste A, Warwick, 02886, RI	Lease	FF&E	5/31/2025
81	Cheltenham-Ogontz Realty Partners, L.P.; Chalfont Realty Partners, L.P.; Provo Creekview	Jo-Ann Stores LLC	2354	397 Easton Rd, Warrington, 18976, PA	Lease	FF&E	5/31/2025
82	Christiana Town Center, LLC	Jo-Ann Stores LLC	2063	341 W Main St, Newark, 19702, DE	Lease	FF&E	5/31/2025
83	Clovis-Herndon Center, LLC	Jo-Ann Stores LLC	2428	1065 Herndon Ave., Clovis, 93611, CA	Lease	FF&E	5/31/2025
84	COFAL Partners, LP	Jo-Ann Stores LLC	2045	7375 McKnight Road, Pittsburgh, 15237, PA	Lease	FF&E	5/31/2025
85	COL 1005 @ Columbia, LLC	Jo-Ann Stores LLC	1126	1200 Charleston Hwy, West Columbia, 29169, SC	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
86	Colonia Limited Partnership	Jo-Ann Stores LLC	1106	1272 State Rt 27, Colonia, 07067, NJ	Lease	FF&E	5/31/2025
87	Columbia Cascade Plaza LLC	Jo-Ann Stores LLC	789	7601 Evergreen Way, Everett, 98203, WA	Lease	FF&E	5/31/2025
88	Columbia Crossing Outparcel, LLC	Jo-Ann Stores LLC	1906	6161 Columbia Crossing Dr, Columbia, 21045, MD	Lease	FF&E	5/31/2025
89	Columbia Mall Partnership	Jo-Ann Stores LLC	2577	1321 N Columbia Center Blvd Suite 456, Kennewick, 99336, WA	Lease	FF&E	5/31/2025
90	Commercial Reposition Partners 17, LLC ("CRP 17")	Jo-Ann Stores LLC	2499	3271 Marketplace Drive Suite: C1, Council Bluffs, 51501, IA	Lease	FF&E	5/31/2025
91	Conejo Valley Plaza 2, LLC	Jo-Ann Stores LLC	1223	1516 N Moorpark Rd, Thousand Oaks, 91360, CA	Lease	FF&E	5/31/2025
92	COR Route 5 Company, LLC	Jo-Ann Stores LLC	2064	330 Towne Center Dr, Fayetteville, 13066, NY	Lease	FF&E	5/31/2025
93	Core Aurora CS, LLC	Jo-Ann Stores LLC	1672	13861 E Exposition Ave, Aurora, 80012, CO	Lease	FF&E	5/31/2025
94	Cornerstone South County LLC	Jo-Ann Stores LLC	2219	6910 S. Lindbergh Blvd, Saint Louis, 63125, MO	Lease	FF&E	5/31/2025
95	Corr Commercial Real Estate, INC	Jo-Ann Stores LLC	2022	533 Mall Ct, Lansing, 48912, MI	Lease	FF&E	5/31/2025
96	Countryside Center Corona	Jo-Ann Stores LLC	1440	2250 Griffin Way, Corona, 92879, CA	Lease	FF&E	5/31/2025
97	CPC Madison, LLC	Jo-Ann Stores LLC	2086	6741 Odana Road, Madison, 53719, WI	Lease	FF&E	5/31/2025
98	CPIF Nugget Mall, LLC	Jo-Ann Stores LLC	1096	8745 Glacier Hwy, Juneau, 99801, AK	Lease	FF&E	5/31/2025
99	CPT - Arlington Highlands 1, LP	Jo-Ann Stores LLC	2134	137 Merchants Row Ste 165, Arlington, 76018, TX	Lease	FF&E	5/31/2025
100	CRC Taylorsville Coinvest LLC	Jo-Ann Stores LLC	2074	5790 S Redwood Rd, Taylorsville, 84123, UT	Lease	FF&E	5/31/2025

Schedule 3

Proposed Contract Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
JOANN INC., et al. ¹	)	Case No. 25-10068 (CTG)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket Nos. 429 and [●]

**TWENTY-FOURTH ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Twenty-Fourth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [●]] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however,* if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
1	1943 Holdings LLC	Jo-Ann Stores LLC	5958	5555 Darrow Road, Hudson, 44236, OH	Lease	FF&E	5/31/2025
2	1000 Boston Turnpike LLC	Jo-Ann Stores LLC	1611	1000 Boston Tpke, Shrewsbury, 01545, MA	Lease	FF&E	5/31/2025
3	200 Lincoln Retail LLC	Jo-Ann Stores LLC	2371	220 N 66Th St Ste 270, Lincoln, 68505, NE	Lease	FF&E	5/31/2025
4	24 HR Vegas, LLC	Jo-Ann Stores LLC	2585	1200 10th Ave S, Great Falls, 59405, MT	Lease	FF&E	5/31/2025
5	4101 Transit Realty, LLC	Jo-Ann Stores LLC	2087	4101 Transit Road Ste 1, Williamsville, 14221, NY	Lease	FF&E	5/31/2025
6	4405 Milestrip HD Lessee LLC	Jo-Ann Stores LLC	1932	3540 Mckinley Pkwy, Blasdell, 14219, NY	Lease	FF&E	5/31/2025
7	4908 Associates LLC	Jo-Ann Stores LLC	461	4908 State Hwy 30 Ste#8, Amsterdam, 12010, NY	Lease	FF&E	5/31/2025
8	5-Mile Investment Company	Jo-Ann Stores LLC	784	1840 W Francis Ave, Spokane, 99205, WA	Lease	FF&E	5/31/2025
9	700 Alama Investments, LLC	Jo-Ann Stores LLC	1291	700 Alma Dr, Plano, 75075, TX	Lease	FF&E	5/31/2025
10	95 ORRPT, LLC	Jo-Ann Stores LLC	998	4934 S Tamiami Trl, Sarasota, 34231, FL	Lease	FF&E	5/31/2025
11	Abrams & Mockingbird #1, Ltd.	Jo-Ann Stores LLC	1227	6330 E Mockingbird Ln, Dallas, 75214, TX	Lease	FF&E	5/31/2025
12	Acadia Merrillville Realty, L.P.	Jo-Ann Stores LLC	2373	1916 E 80Th Ave No 14, Merrillville, 46410, IN	Lease	FF&E	5/31/2025
13	ACS REYNOLDS PLAZA OH, LLC	Jo-Ann Stores LLC	379	2559 S Reynolds Rd, Toledo, 43614, OH	Lease	FF&E	5/31/2025
14	Alamo Center, LLC	Jo-Ann Stores LLC	1524	10131 Coors Blvd Nw Ste D3, Albuquerque, 87114, NM	Lease	FF&E	5/31/2025
15	Albrecht Incorporated	Jo-Ann Stores LLC	2021	3977 Medina Rd, Akron, 44333, OH	Lease	FF&E	5/31/2025
16	Almaden Properties, LLC	Jo-Ann Stores LLC	1878	4950 Almaden Expy Ste 10, San Jose, 95118, CA	Lease	FF&E	5/31/2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
17	Amsource Draper Lumber Yard LLC	Jo-Ann Stores LLC	2121	268 E 12300 S, Draper, 84020, UT	Lease	FF&E	5/31/2025
18	Amsource Spanish Fork, LLC	Jo-Ann Stores LLC	2379	1082 N Main Street, Spanish Fork, 84660, UT	Lease	FF&E	5/31/2025
19	Antonio B. Pomerleau, LLC	Jo-Ann Stores LLC	526	45 Hinesburg Rd, South Burlington, 05403, VT	Lease	FF&E	5/31/2025
20	Arbor Square LLC	Jo-Ann Stores LLC	2147	8125 Arbor Square Drive, Mason, 45040, OH	Lease	FF&E	5/31/2025
21	ARC CLORLFL001, LLC, 050019	Jo-Ann Stores LLC	1908	3562 E Colonial Dr, Orlando, 32803, FL	Lease	FF&E	5/31/2025
22	ARC NLLKLF001, LLC	Jo-Ann Stores LLC	312	4241 Us Highway 98 N, Lakeland, 33809, FL	Lease	FF&E	5/31/2025
23	ARC SMWMBFL001, LLC	Jo-Ann Stores LLC	2118	1537 W New Haven Ave, West Melbourne, 32904, FL	Lease	FF&E	5/31/2025
24	ARD MacArthur, LLC	Jo-Ann Stores LLC	145	2570 Macarthur Rd Ste 12, Whitehall, 18052, PA	Lease	FF&E	5/31/2025
25	ARG MHMORNC001, LLC	Jo-Ann Stores LLC	2318	E132 Morganton Heights Blvd, Morganton, 28655, NC	Lease	FF&E	5/31/2025
26	AR-GL&Erie, LLC	Jo-Ann Stores LLC	1907	8000 Plaza Blvd, Mentor, 44060, OH	Lease	FF&E	5/31/2025
27	Argo Idaho Falls, LLC	Jo-Ann Stores LLC	2192	2408 South 25Th East, Idaho Falls, 83404, ID	Lease	FF&E	5/31/2025
28	Argo Tieton, LLC	Jo-Ann Stores LLC	783	3702 Tieton Dr, Yakima, 98902, WA	Lease	FF&E	5/31/2025
29	Aria Investments LLC	Jo-Ann Stores LLC	2389	1000 South Central Avenue, Glendale, 91204, CA	Lease	FF&E	5/31/2025
30	Arizona Partners Retail Investment Group, LLC	Jo-Ann Stores LLC	2596	1717 Beam Avenue, Maplewood, 55109, MN	Lease	FF&E	5/31/2025
31	Athens Center, LLC	Jo-Ann Stores LLC	2380	743 E. State Street, Suite O, Athens, 45701, OH	Lease	FF&E	5/31/2025
32	Avest Limited Partnership	Jo-Ann Stores LLC	796	3275 S Federal Way, Boise, 83705, ID	Lease	FF&E	5/31/2025
33	Aviana Company LTD	Jo-Ann Stores LLC	1966	10401 E Us Highway 36, Avon, 46123, IN	Lease	FF&E	5/31/2025
34	AVR CPC Associates, LLC	Jo-Ann Stores LLC	1583	5555 Whittlesey Blvd Ste 2900, Columbus, 31909, GA	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
35	B&B South Plaza Holdings LLC	Jo-Ann Stores LLC	1922	4610 S Cleveland Ave, Fort Myers, 33907, FL	Lease	FF&E	5/31/2025
36	B33 Great Northern II, LLC	Jo-Ann Stores LLC	1923	26337 Brookpark Rd, North Olmsted, 44070, OH	Lease	FF&E	5/31/2025
37	B33 Milford Crossing LLC	Jo-Ann Stores LLC	2123	1405 Boston Post Road, Milford, 06460, CT	Lease	FF&E	5/31/2025
38	Baker/Temple Greensboro, L.L.C.	Jo-Ann Stores LLC	1511	4644 W Market St, Greensboro, 27407, NC	Lease	FF&E	5/31/2025
39	Beall Grapevine Center, LLC	Jo-Ann Stores LLC	2035	1250 William D Tate Ave, Grapevine, 76051, TX	Lease	FF&E	5/31/2025
40	Beavercreek Towne Station LLC	Jo-Ann Stores LLC	603	2850 Centre Dr Ste G, Fairborn, 45324, OH	Lease	FF&E	5/31/2025
41	Belden Park Delaware, LLC	Jo-Ann Stores LLC	1900	5487 Dressler Rd Nw, North Canton, 44720, OH	Lease	FF&E	5/31/2025
42	Big Y Foods, Inc.	Jo-Ann Stores LLC	826	433 Center St Ste B, Ludlow, 01056, MA	Lease	FF&E	5/31/2025
43	BLI Sunset Square LLC	Jo-Ann Stores LLC	1725	1125 E Sunset Dr Ste 125, Bellingham, 98226, WA	Lease	FF&E	5/31/2025
44	Bloomingdale Owner, LLC	Jo-Ann Stores LLC	2048	362 W Army Trail Rd Ste 230, Bloomingdale, 60108, IL	Lease	FF&E	5/31/2025
45	Blue Lakes Plaza, LLC	Jo-Ann Stores LLC	1692	840 Blue Lakes Blvd N, Twin Falls, 83301, ID	Lease	FF&E	5/31/2025
46	Bluejay Capital LLC	Jo-Ann Stores LLC	498	6151 S Westnedge Ave, Portage, 49002, MI	Lease	FF&E	5/31/2025
47	Brentwood Village, LLC	Jo-Ann Stores LLC	495	1678 Lincoln Way E # 7, Chambersburg, 17201, PA	Lease	FF&E	5/31/2025
48	BRF II Baker Square, LLC	Jo-Ann Stores LLC	2175	13415 W Center Rd, Omaha, 68144, NE	Lease	FF&E	5/31/2025
49	Brighton Mall Associates Limited Partnership	Jo-Ann Stores LLC	2003	8449 W Grand River Ave, Brighton, 48116, MI	Lease	FF&E	5/31/2025
50	Brixmor Capitol SC LLC	Jo-Ann Stores LLC	904	80 Storrs St Ste 5, Concord, 03301, NH	Lease	FF&E	5/31/2025
51	Brixmor GA Hilltop Plaza LLC	Jo-Ann Stores LLC	2520	551 Hiltop Plaza, Virginia Beach, 23454, VA	Lease	FF&E	5/31/2025
52	Brixmor GA Southland Shopping Center LLC	Jo-Ann Stores LLC	1586	6901 Pearl Rd, Middleburg Heights, 44130, OH	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
53	Brixmor GA Westminster, LLC	Jo-Ann Stores LLC	2390	9250 Sheridan Blvd #200, Westminster, 80031, CO	Lease	FF&E	5/31/2025
54	Brixmor Holdings 10 SPE, LLC	Jo-Ann Stores LLC	2136	2270 Miamisburg Centerville Rd, Dayton, 45459, OH	Lease	FF&E	5/31/2025
55	Brixmor Residual Dickson City Crossings, LLC	Jo-Ann Stores LLC	2574	638 Commerce Blvd, Dickson City, 18519, PA	Lease	FF&E	5/31/2025
56	Brixmor SPE 3, LLC	Jo-Ann Stores LLC	2344	1000 West Loop Place, Ste 120, Manhattan, 66502, KS	Lease	FF&E	5/31/2025
57	Brixmor SPE 4 LP	Jo-Ann Stores LLC	429	1064 Brighton Ave, Portland, 04102, ME	Lease	FF&E	5/31/2025
58	Brixmor SPE 5 LLC	Jo-Ann Stores LLC	2477	5115 Burning Tree Plaza, Duluth, 55811, MN	Lease	FF&E	5/31/2025
59	Brixmor-Lakes Crossing, LLC	Jo-Ann Stores LLC	2116	5663 Harvey Street, Norton Shores, 49444, MI	Lease	FF&E	5/31/2025
60	Brixton HHU Fork TIC, LLC, Brixton AM Fork TIC, LLC, Brixton MP Fork	Jo-Ann Stores LLC	2331	640 East State Road, American Fork, 84003, UT	Lease	FF&E	5/31/2025
61	BVA Deerbrook SPE LLC	Jo-Ann Stores LLC	2570	20424 US-59, Humble, 77338, TX	Lease	FF&E	5/31/2025
62	BVCV Union Plaza, LLC	Jo-Ann Stores LLC	2557	10007 E 71st St, Tulsa, 74133, OK	Lease	FF&E	5/31/2025
63	C.H.M. Development	Jo-Ann Stores LLC	1687	481 N Wilbur Ave, Walla Walla, 99362, WA	Lease	FF&E	5/31/2025
64	Cabrel Company	Jo-Ann Stores LLC	873	710 Stillwater Ave, Bangor, 04401, ME	Lease	FF&E	5/31/2025
65	C-A-L Stores Companies, Inc.	Jo-Ann Stores LLC	2213	852 N Main St, Tooele, 84074, UT	Lease	FF&E	5/31/2025
66	Capital Plaza Partners, LTD.	Jo-Ann Stores LLC	736	1802 Thomasville Rd, Tallahassee, 32303, FL	Lease	FF&E	5/31/2025
67	CAPREALTY 14-Village, LLC	Jo-Ann Stores LLC	1645	902 W Kimberly Rd Ste 41, Davenport, 52806, IA	Lease	FF&E	5/31/2025
68	Car Apple Valley Square, LLC	Jo-Ann Stores LLC	1952	7614 150Th St W, Apple Valley, 55124, MN	Lease	FF&E	5/31/2025
69	Carwood Skypark LLC	Jo-Ann Stores LLC	920	2485 Notre Dame Blvd Ste 310, Chico, 95928, CA	Lease	FF&E	5/31/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract ¹	Abandoned Property	Rejection Date
70	Casa Del Sol Ventures, LLC and Casa De Luna Ventures, LP	Jo-Ann Stores LLC	2082	5811 Five Star Blvd, Roseville, 95678, CA	Lease	FF&E	5/31/2025
71	Castleton Investors, LLC	Jo-Ann Stores LLC	1585	3300 Rib Mountain Dr, Wausau, 54401, WI	Lease	FF&E	5/31/2025
72	CBL Westgate Crossing PropCo, LLC	Jo-Ann Stores LLC	2207	660 Spartan Blvd., Spartanburg, 29301, SC	Lease	FF&E	5/31/2025
73	CCA-Renaissance Square Shopping Center, LLC	Jo-Ann Stores LLC	2180	622 South Main Street, Cedar City, 84720, UT	Lease	FF&E	5/31/2025
74	Cedar Crest Square Associates, LP						
75	Cedar PCP-San Souci, LLC	Jo-Ann Stores LLC	431	22576 Macarthur Blvd Ste 300, California, 20619, MD	Lease	FF&E	5/31/2025
76	Centerra Retail Shops, LLC	Jo-Ann Stores LLC	2124	1601 Fall River Drive, Loveland, 80538, CO	Lease	FF&E	5/31/2025
77	Centerton Square Owners, LLC	Jo-Ann Stores LLC	2089	66 Centerton Road, Mount Laurel, 08054, NJ	Lease	FF&E	5/31/2025
78	Central Plaza MZL LLC	Jo-Ann Stores LLC	2153	15355 Manchester Rd, Ballwin, 63011, MO	Lease	FF&E	5/31/2025
79	Ceres Newington Associates LLC	Jo-Ann Stores LLC	1942	3105 Berlin Tpke, Newington, 06111, CT	Lease	FF&E	5/31/2025
80	Charter Warwick, LLC	Jo-Ann Stores LLC	2125	1500 Bald Hill Road Ste A, Warwick, 02886, RI	Lease	FF&E	5/31/2025
81	Cheltenham-Ogontz Realty Partners, L.P.; Chalfont Realty Partners, L.P.; Provo Creekview	Jo-Ann Stores LLC	2354	397 Easton Rd, Warrington, 18976, PA	Lease	FF&E	5/31/2025
82	Christiana Town Center, LLC	Jo-Ann Stores LLC	2063	341 W Main St, Newark, 19702, DE	Lease	FF&E	5/31/2025
83	Clovis-Herndon Center, LLC	Jo-Ann Stores LLC	2428	1065 Herndon Ave., Clovis, 93611, CA	Lease	FF&E	5/31/2025
84	COFAL Partners, LP	Jo-Ann Stores LLC	2045	7375 McKnight Road, Pittsburgh, 15237, PA	Lease	FF&E	5/31/2025
85	COL 1005 @ Columbia, LLC	Jo-Ann Stores LLC	1126	1200 Charleston Hwy, West Columbia, 29169, SC	Lease	FF&E	5/31/2025

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86	Colonia Limited Partnership	Jo-Ann Stores LLC	1106	1272 State Rt 27, Colonia, 07067, NJ	Lease	FF&E	5/31/2025
87	Columbia Cascade Plaza LLC	Jo-Ann Stores LLC	789	7601 Evergreen Way, Everett, 98203, WA	Lease	FF&E	5/31/2025
88	Columbia Crossing Outparcel, LLC	Jo-Ann Stores LLC	1906	6161 Columbia Crossing Dr, Columbia, 21045, MD	Lease	FF&E	5/31/2025
89	Columbia Mall Partnership	Jo-Ann Stores LLC	2577	1321 N Columbia Center Blvd Suite 456, Kennewick, 99336, WA	Lease	FF&E	5/31/2025
90	Commercial Reposition Partners 17, LLC ("CRP 17")	Jo-Ann Stores LLC	2499	3271 Marketplace Drive Suite: C1, Council Bluffs, 51501, IA	Lease	FF&E	5/31/2025
91	Conejo Valley Plaza 2, LLC	Jo-Ann Stores LLC	1223	1516 N Moorpark Rd, Thousand Oaks, 91360, CA	Lease	FF&E	5/31/2025
92	COR Route 5 Company, LLC	Jo-Ann Stores LLC	2064	330 Towne Center Dr, Fayetteville, 13066, NY	Lease	FF&E	5/31/2025
93	Core Aurora CS, LLC	Jo-Ann Stores LLC	1672	13861 E Exposition Ave, Aurora, 80012, CO	Lease	FF&E	5/31/2025
94	Cornerstone South County LLC	Jo-Ann Stores LLC	2219	6910 S. Lindbergh Blvd, Saint Louis, 63125, MO	Lease	FF&E	5/31/2025
95	Corr Commercial Real Estate, INC	Jo-Ann Stores LLC	2022	533 Mall Ct, Lansing, 48912, MI	Lease	FF&E	5/31/2025
96	Countryside Center Corona	Jo-Ann Stores LLC	1440	2250 Griffin Way, Corona, 92879, CA	Lease	FF&E	5/31/2025
97	CPC Madison, LLC	Jo-Ann Stores LLC	2086	6741 Odana Road, Madison, 53719, WI	Lease	FF&E	5/31/2025
98	CPIF Nugget Mall, LLC	Jo-Ann Stores LLC	1096	8745 Glacier Hwy, Juneau, 99801, AK	Lease	FF&E	5/31/2025
99	CPT - Arlington Highlands 1, LP	Jo-Ann Stores LLC	2134	137 Merchants Row Ste 165, Arlington, 76018, TX	Lease	FF&E	5/31/2025
100	CRC Taylorsville Coinvest LLC	Jo-Ann Stores LLC	2074	5790 S Redwood Rd, Taylorsville, 84123, UT	Lease	FF&E	5/31/2025